



Office of Special Education and Early Intervention Services

TITLE: Integrated Behavior and Learning Support

PURPOSE: A statewide system of information, technical assistance, training, and support is needed to assist schools in the development and implementation of school-wide research-based strategies for early identification and intervention of students at-risk for behavioral and academic failure. In addition, awareness and dissemination for school-wide approaches to positive behavior support is a continuous need across the state. While some schools have effectively implemented strategies for positive behavior support, as well as problem-solving teams for academic interventions, many others including those identified as chronically under-performing, remain in need of assistance.

PROPOSAL DUE: Original and five copies delivered to Ms. Linda Domine, Finance and Program Management, Office of Special Education and Early Intervention Services, 2nd Floor, Hannah Building, 608 West Allegan Street, P. O. Box 30008, Lansing, Michigan 48909, by **5:00 p.m. on Friday, January 3, 2003.**

DATE OF ISSUE: October 25, 2002

SECTION I: General Information for the Bidder

If awarded this grant, I understand and agree to the following:

I-A PURPOSE

A statewide system of information, technical assistance, training and support is needed to assist schools in the development and implementation of school-wide research-based strategies for early identification and intervention of students at-risk for behavioral and academic failure. In addition, awareness and dissemination for school-wide approaches to positive behavior support is a continuous need across the state. While some schools have effectively implemented strategies for positive behavior support, as well as problem-solving teams for academic interventions, many others including those identified as chronically under-performing, remain in need of assistance.

This grant will support the development and implementation of a statewide system of information, technical assistance, training and support for school-wide systemic improvement in student behavior and academic performance.

I-B BACKGROUND

Under the Individuals with Disabilities Education Act (IDEA), the Office of Special Education and Early Intervention Services (OSE/EIS) is responsible for personnel development that impacts improved outcomes for students with disabilities. In addition, the State Board of Education has adopted as its strategic goal “attain substantial and meaningful improvement in academic achievement for all students, with primary emphasis on chronically under-performing schools.”

Part D of the IDEA requires states to have an approved comprehensive system of personnel development (CSPD). The Michigan Department of Education (MDE) approved plan for IDEA discretionary funds has, as one of its state improvement priorities, a statewide initiative to assist schools in creating environments that support positive behavior and learning outcomes for all students, including students with disabilities.

This grant is an outgrowth of several Michigan Department of Education/Special Education initiatives, including:

1. **Positive Behavior Support** (PBS) pilot projects supported by a federal State Improvement Grant awarded to the Michigan Department of Education in 1999.
2. **Capacity Building** grants, some of which have focused on Curriculum Based Measures (CBM) and teacher assistance teams to track, intervene and support student achievement.

3. **Quality Assurance Review** pilots, which have focused on disaggregation of student performance data to determine school improvement strategies.
4. **Collaborative Sites of Practice and Inquiry** pilots which have demonstrated the efficiency of teacher assistance teams and school-wide strategies for improving the performance of all students, including students with disabilities.

In addition, this grant is influenced by research-based strategies regarding school-based problem-solving teams, functional assessment, as well as prevention and early intervention strategies to reduce the incidence of school failure and subsequent referral to special education. The work of Glen Dunlap, Rob Horner, George Sugai and others is identified as the focal point for this proposal. In addition, the work of David Tilly and Daniel Reschly, and the Iowa pre-referral system, are cited as sources of information that are relevant to the intended outcomes of this initiative.

Other states that have successfully initiated integrated behavior and learning interventions are cited as models to be used as resources, including but not limited to: Maryland, Colorado, Florida, Alabama and others working with the University of Oregon and similar resource centers.

I-C ISSUING OFFICE

This Request for Proposal (RFP) is issued for the State of Michigan by the Office of Special Education and Early Intervention Services (OSE/EIS), Department of Education. The OSE/EIS is the sole point of contact in the State for this RFP. All inquiries relating to this grant should be addressed to:

Linda Domine
Office of Special Education and Early Intervention Services
2nd Floor, John Hannah Building
P.O. Box 30008
Lansing, MI 48909

I-D CONTRACT ADMINISTRATOR

Upon receipt at the OSE/EIS of the properly executed Contract Agreement, it is anticipated that the Director of the OSE/EIS will direct the person named below to be the authorized Project Manager.

Roxanne Balfour
Office of Special Education and Early Intervention Services
2nd Floor, John Hannah Building
P.O. Box 30008
Lansing, MI 48909

I-E TYPE OF GRANT

It is proposed that, if a grant is entered into as a result of this RFP, it will be a time and materials negotiated grant. Negotiations may be undertaken with the bidder who appears to be the most qualified, responsible, and capable of performing the work outlined in this RFP. Any equipment purchased is subject to the Education Department General Administrative Regulations (EDGAR) found in Appendix B. The grant that may be agreed upon will be the most advantageous to the State, price, and other factors considered. The State reserves the right to consider proposals and modifications thereof received at any time before the award is made, if such action is in the interest of the State.

I-F FUNDING

The proposal(s) will be awarded with Individuals with Disabilities Education Act (IDEA) discretionary funds and the total amount of this grant will not exceed \$500,000 the first year. Subsequent years, up to a total of five years, may be up to \$1,000,000 per year. The funding period is one year beginning January 15, 2003 and ending September 30, 2003. Based on satisfactory performance and availability of federal funds, the project and yearly funding may continue up to five years.

I-G APPLICATION ELIGIBILITY

Local Education Agencies (LEAs), Intermediate School Districts (ISDs), Institutions of Higher Education (IHEs), and Private Profit and Non-Profit Organizations are encouraged to submit an application through an ISD or LEA. If you plan to submit an application, please contact Ms. Beth Weber at (517) 373-2949 or Linda Domine at (517) 373-6309 prior to the proposal due date of January 3, 2003, so that the appropriate number of peer review panelists can be secured.

I-H RESPONSE DATE

To be considered, proposals must arrive at the Issuing Office as specified on the cover page of the RFP. Bidders mailing proposals should allow mail delivery time sufficient to ensure timely receipt of their proposals. Proposals which are received after the specified due date and time, regardless of the date of postmark receipt, cannot be considered and will be returned promptly to the bidder. Bidders are solely responsible for the timely arrival of proposals at the Issuing Office.

I-I REJECTION OF PROPOSALS

The State reserves the right to reject any and all proposals in whole or in part or to negotiate separately with any sources whatsoever in any manner necessary to serve the best interests of the State. This RFP is made for information and planning purposes only. The State does not intend to award the grant solely on the basis of any response made to this request or otherwise pay for the information solicited or obtained.

I-J MEETINGS/REPORTS

Information relating to milestones and status of each objective will be reported quarterly to the OSE/EIS project manager/staff. Written summaries suitable for distribution relating to current activities and status of the project are required quarterly. Information relating to the project, documents produced through the project, and any policy related issues cannot be distributed without the OSE/EIS approval. A final project report, including an independent audit of expenditures, is required.

I-K PROJECT DIRECTION

This grant shall be awarded through Michigan's OSE/EIS. Products developed, as well as materials produced, are the property of the Michigan Department of Education (MDE) and shall be public domain in Michigan and available to any school district, person or entity that desires their use. All products and materials must include the statement:

This document was produced through an IDEA State Discretionary Grant titled, "Integrated Behavior and Learning Support" awarded by the Michigan Department of Education. The opinions expressed herein do not necessarily reflect the position or policy of the Michigan State Board of Education and no endorsement is inferred. This document is in the public domain and may be copied for further distribution when proper credit is given. For further information or inquiries about this project, contact Roxanne Balfour at (517) 373-0926 Project Officer at the Office of Special Education and Early Intervention Services, P.O. Box 30008, Lansing, Michigan 48909.

I-L APPROPRIATION

Agencies submitting a proposal may wish to establish the minimum funds needed to complete each objective and suggest additional funds for other creative activities or tasks that would further enhance this proposal. Once the grant is issued, any changes in the program design or budget must receive written approval from the OSE/EIS project manager.

I-M APPLICANT'S CONFERENCE

A meeting has not been scheduled to discuss and clarify with prospective applicants the work to be performed. However, if you have program content questions, please contact Roxanne Balfour at (517) 373-0926 and Linda Domine at (517) 373-6309 for technical procedures.

The OSE/EIS retains the right to make modifications to this Request for Proposal (RFP), if it is necessary, to comply with laws or ensure a clearer understanding of its content. Any information that changes the content, funding amount or filing procedures will be mailed only to persons who requested this RFP.

I-N ADDENDUM

In the event it becomes necessary for the OSE/EIS to revise any objective in Section II, an addendum will be provided, in writing, to all potential bidders as appropriate.

I-O EVALUATION OF CRITERIA

Each application will be evaluated by a peer review panel, consisting of staff from the MDE as well as representatives from school districts and/or universities and others, according to established criteria. Scoring will reflect the judgment of the review panel with respect to the completeness and quality of responses to each stated criterion of this RFP. Several weighted factors will be used in the review process.

Be sure that your application addresses each evaluation factor. Please refer to Section II, Work Plan for the evaluation criteria.

I-P ORAL PRESENTATION

Bidders who submit a proposal may be required to make an oral presentation of their proposals to the State. These presentations provide an opportunity for the bidder to clarify his/her proposal to insure thorough mutual understanding. The Issuing Office will schedule these presentations, if required.

I-Q ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional material, etc., will receive no evaluation credit. Emphasis should be on completeness and clarity of content.

SECTION II: Work Statement

II-A STATEMENT OF NEED

A statewide system of information, technical assistance, training and support is needed to assist schools in the development and implementation of school-wide research-based strategies for early identification and intervention of students at-risk for behavioral and academic failure. In addition, awareness and dissemination for school-wide approaches to positive behavior support is a continuous need across the state. While some schools have effectively implemented strategies for positive behavior support, as well as problem-solving teams for academic interventions, many others including those identified as chronically under-performing, * remain in need of assistance.

This grant will support the development and implementation of a statewide system of information, technical assistance, training and support for school-wide systemic improvement in student behavior and academic performance.

* *The State Board of Education strategic goal: "Obtain substantial and meaningful improvement in academic achievement for all students, with a primary emphasis on chronically under-performing schools."*

II-B OBJECTIVES

Objective 1

Develop and support a state team of experts, including university, school district and parent representatives that will:

- a. Consult and support development of regional teams of experts to assist ISDs, LEAs, and PSAs in implementing and sustaining systemic application of relevant research-based strategies.
- b. Report to the Michigan Department of Education and State Board of Education on progress achieved and improvements needed to provide critical support to schools, especially those identified as chronically under-performing.

Objective 2

Develop and implement a system of learning opportunities that:

- a. Are available regionally and statewide on a periodic basis.
- b. Utilize research-based strategies that have documented outcomes.
- c. Provide a range of learning to meet needs of schools in various stages of implementation.

Objective 3

Develop and maintain web-based access to information, technical assistance and support that:

- a. Guides schools in the implementation and evaluation of research based strategies.
- b. Provides responses to frequently asked questions.

- c. Provides electronic links to national sites of information and technical assistance.
- d. Provides timely information on upcoming learning opportunities at the regional, state and national level.

Objective 4

Develop and implement a system of technical assistance and training to targeted sites that:

- a. Builds capacity for school teams to become self-sustaining.
- b. Provides demonstration models for other schools.
- c. Documents the impact of these research-based strategies in Michigan.

Objective 5

Use multiple technologies and existing materials that have been developed by national sites, federally funded centers, previous Michigan initiatives, etc. Integrate resources and technologies so that:

- a. Distance learning options, including video conferencing, are used as appropriate.
- b. CDs, DVDs, and appropriate audio and video strategies are used as appropriate.
- c. Other web-based strategies are implemented as appropriate.

Objective 6

Use data collection methods and applications of data based on documented models for:

- a. School based applications in behavior and learning support.
- b. Local and state evaluation design and methods, including integration with data reporting with Michigan's Continuous Improvement Monitoring Process (CIMP).

Other

- a. A list of potential members of the state team, including criteria for selection, must be included in the proposal. The OSE/EIS reserves the right to approve and appoint team members in consultation with the grantee.
- b. A plan for priority sites for demonstration models must be provided in the proposal, including criteria for selection of these sites.
- c. Subgrants may be awarded by the grantee in year two to support demonstration sites; criteria for these awards must be approved by the OSE/EIS.
- d. Grant funds may be used to support state and regional team members' participation in national learning opportunities upon approval by the OSE/EIS.
- e. Pertinent functions of a statewide initiative are integrated with the MDE state improvement model, as directed by the OSE/EIS, including:
 - integration with the Continuous Improvement Monitoring Process (CIMP)
 - integration with State Improvement Grant (SIG) functions, such as awareness and dissemination, sustained learning, capacity building and information development.

- f. Utilization of previously or currently federally funded resources must be integrated in this initiative. Examples include, but are not limited to: The Online Academy at the Center for Research on Learning at the University of Kansas; Rehabilitation Research and Training Center on Positive Behavioral Support at the University of South Florida; the OSEP Technical Assistance Center on Positive Behavioral Interventions and Supports; and others.
- g. As schools are identified as underperforming based on Title 1, No Child Left Behind Act (NCLB), specifically due to the performance of students with disabilities, the OSE/EIS will prioritize such schools for assistance. As the details for NCLB and Education Yes! (Michigan's Accreditation System) evolve over time the identification of priority schools will be determined.

II-C SELECTION CRITERIA

Understanding the Statement of Need	10 points
Work Plan	40 points
Organizational Capacity and Human Resources	40 points
Completeness and Accuracy of Budget	10 points

Please find the Peer Review Panel Score Sheet template following this page.

INTEGRATED BEHAVIOR AND LEARNING SUPPORT
Review Panel Score Sheet (Page 1)

Factor	Points	Score	Comments
1. The proposal contains an understanding of the need:			
a) Evidence of understanding of the background and history of Michigan's effort to address stated needs, including:	2		
b) Evidence of research: <ul style="list-style-type: none"> • Evidence of understanding statutory requirements. • Evidence of understanding current research-based strategies. 	6		
c) Understanding of available resources/services.	2		
Factor 1 Total	10		
2. The proposal contains a description of a management summary and work plan that includes:			
a) Comprehensive design that addresses each objective and task.	10		
b) The identification of essential development milestones, sequenced in clearly described and feasible timelines.	10		
c) Description of the products and services with an organized and effective method of delivering same.	10		
d) Development of project protocols, including evaluation and data collection in collaboration with the OSE/EIS.	10		
Factor 2 Total	40		

INTEGRATED BEHAVIOR AND LEARNING SUPPORT
Review Panel Score Sheet (Page 2)

Factor	Points	Score	Comments
3. The proposal contains a description of organization capacity and human resources to:			
a) Support and manage a statewide initiative.	15		
b) Collaborate with the OSE/EIS and follow Michigan Department of Education protocol.	10		
c) Engage in continuous improvement to support the intended outcome.	15		
Factor 3 Total	40		
4. The proposal contains a description of the budget for the project by indicating:			
a) Itemized costs are clearly matched with project objectives.	5		
b) Enough detail to justify the proposed expenditures.	5		
Factor 4 Total	10		

Factor 1: Understanding of the Need _____

Factor 2: Work Plan _____

Factor 3: Organization Capacity and Human Resources _____

Factor 4: Budget Plan _____

Total _____

NOTES:

SECTION III: Information Required From Bidders

The bidder's proposal is to be submitted in the format outlined below. Use only the alphabetical numerals and headings listed below, and not the Roman numeral III.

III-A COVER

The cover page of the proposal must include: (1) the title of the grant; (2) the organization name and address; (3) the phrase "Authorized Negotiator," followed by the typed name, title, and phone number of the person authorized to negotiate the proposed Grant Agreement with the Department of Education; and (4) the phrase "Submitted with the assurance that this proposal will remain valid for at least sixty days from the due date, by:" followed by the signature, typed name and title, and date of signature of the person authorized to execute legally binding Grant Agreements with the State of Michigan. Bidders may list alternate negotiators in item (3) above.

III-B BUSINESS ORGANIZATION

State the full name and address of the organization and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work proposed. Indicate whether the organization operates as an individual, partnership, or corporation. If it is operated as a corporation, include the state in which it is incorporated. If appropriate, state whether it is licensed to operate in the State of Michigan.

III-C STATEMENT OF PROBLEM

State in succinct terms an understanding of the needs as presented by this RFP. Evidence of sufficient understanding should extend beyond a mere restatement or paraphrase of the problem statement from the RFP. Support this understanding with examples or existing studies if possible.

III-D MANAGEMENT SUMMARY/WORK PLAN/PROGRAM DESIGN

1. Narrative

Include a narrative summary description of the proposed service effort and of the product(s), if any, that will be delivered. Provide a clear statement of the annual goal(s) for the project, which will serve as the foundation for the work plan. The design must have an effective plan of management including input, process and output measures for each objective. Identify the materials that will be delivered and the outcomes to be achieved as well as their anticipated impact on the education community.

2. Technical Work Plans

Provide a technical plan for accomplishing the work. Make specific reference to the objectives in the RFP and to the service required and/or products listed. Include a PERT chart or other display, time related, showing each event, task, and major decision point in your work plan.

Describe how educational equities based upon considerations of sex, race, disability, and disadvantage will be addressed within the objectives of the work statement.

Describe a formative/summative evaluation plan appropriate to the work and a brief rationale for the design proposed.

III-E ORGANIZATION CAPACITY AND HUMAN RESOURCES

1. Prior Experience

The organization must show the ability to perform the work. Proposals should include descriptions of qualifying experience to include project descriptions, costs, and starting and completion dates of projects successfully completed. Particular attention is given to evidence of completed activities similar to those stated in the RFP. Also, include the name, address, and phone number of the responsible official of the client organization who may be contacted about the projects listed.

2. Project Staffing

The contracting agent(s) must be able to staff the project with personnel who possess talent and expertise in fiscal management. Include the number of professional personnel that will be employed in the work by skills and qualifications. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals are considered key to the successful completion of the study or project. Identify key individuals by name and title and indicate the amount of dedicated management time assigned for the project manager and other key individuals. Resumes reflecting qualifications are required for proposed project personnel.

List all subcontractors; include firm name and address, contact person, complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.

III-F EVALUATION

1. Budget

Describe the project expenditures and include a line-item budget using the attached Budget Summary Sheet, Appendix C. Include information relative to other involved agencies. Explain the relationship for each expense to the objectives of the project.

Guidelines for building a line-item budget: The salary for the project director shall not exceed one Full-Time Equivalency (1 FTE). Maximum salary is based on a minimum of 230 days. This salary shall be based on the organization's pay scale limited to a maximum of \$64,000 per year. Consultant's fees for project activities are approximately \$41.00 per hour or \$328.00 per day honorarium. Fringe benefits will be based on the organization's rate not to exceed 31% of salary unless otherwise negotiated. Audits may be at actual cost or included in the indirect. Hardware and software needed to carry out the objectives of the project must be bid at educational discount prices and are subject to prior approval. Rent, if needed, should not exceed \$20 per square foot. Other allowable costs incurred for the benefit of the project include: consultation services related to planning and operating the program, or for some special aspect of the project, cost of storage space, equipment rental, instruments, postage, telephone, and supplies when they relate directly to communication, dissemination and technical assistance needed to operate the project.

III-G ADDITIONAL INFORMATION AND COMMENTS

Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

Special attention will be paid to in-kind support for any and all costs of this initiative as it benefits the state and the purpose of this RFP.

III-H APPENDICES

Include Assurance of Grant Conditions, which indicates agreement with grant conditions, as specified in paragraphs IV-H – IV-M. Include budget summary and resumes of principal staff. Do not include lengthy general lists of publications or other documents unless their inclusion is ESSENTIAL to reviewer's understanding of your proposal and you made explicit reference to them in the body of the proposal.

III-I PROPOSAL SUBMITTAL

Submit the original and five (5) copies of the proposal to Linda Domine, OSE/EIS by 5:00 p.m. on January 3, 2003 at the following address:

Michigan Department of Education
Office of Special Education and Early Intervention Services
P.O. Box 30008
Lansing, Michigan 48909

Or

If shipping by overnight express or UPS mail, the following address must be used:

Michigan Department of Education
Office of Special Education and Early Intervention Services
608 West Allegan Street
Lansing, Michigan 48933

SECTION IV: CONDITIONS OF APPLICANT

If awarded this grant, I understand and agree to the following:

IV-A INCURRING COSTS

The State of Michigan is not liable for any cost incurred by any bidder prior to execution of a Grant Agreement.

IV-B GRANTEE RESPONSIBILITIES

The Grantee will be required to assume responsibility for all activities offered in this proposal whether or not he/she performs them. Further, the State will consider the Grantee to be the sole point of contact with regard to matters, including payment of any and all charges, resulting from the anticipated Grant Agreement.

IV-C RELEASE OF INFORMATION/CONFIDENTIALITY

Grantee initiated publication or news releases of any information pertaining to the Grant Agreement, work performed under the Grant Agreement, products of the work and materials based upon the products shall occur only with written prior approval of the Michigan Department of Education, OSE/EIS.

IV-D ACCOUNT AND AUDIT REQUIREMENTS

The applicant will maintain a separate accounting of expenditures for this contract for each fiscal year it is awarded. Funds will only be requested as needed to meet immediate obligations and shall not be drawn for purposes other than those directly related to this contract. Normally acceptable accounting procedures will be used. The Agency's independent auditor will be made aware of the contract so that the auditor can review expenditures as required by federal single audit requirements. The auditor must review all contracts over \$25,000. Current employees of the MDE may not be employed or contracted under this grant.

Expenses charged to this contract will not be charged to any other state or federal source and this contract will not be used to supplement mandated state or local costs.

IV-E DISCLOSURE

After the Michigan Department of Education awards a grant under a RFP, all information in a bidder's proposal is subject to the provisions of the Freedom of Information Act, Public Act 442 of 1976. This Act also provides for the complete disclosure of Grant Agreements and attachments thereto.

IV-F GRANT PAYMENT SCHEDULE

The payment schedule for any Grant Agreement entered into as a result of the RFP will be negotiated and reflect the restrictions of the funding source. The schedule should show payment amount and should reflect actual work done by the payment dates.

IV-G OWNERSHIP

All products, materials, and other tangible outcomes resulting from work performed under the Grant Agreement will be the exclusive property of the Michigan Department of Education, which reserves the right to copyright or patent them, or otherwise protect their integrity and availability for public use.

IV-H INDEMNIFICATION

The Grantee, as a condition of the Grant Agreement that may ensue from the RFP, shall indemnify and hold harmless the State of Michigan and its agents and employees from and against all claims, damages, losses and expenses, including attorney fees arising out of or resulting from the performance of the work, which includes all labor, materials and equipment required to produce the commodity, construction and/or service required by the Grant Agreement, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Grantee, and subgrantee, anyone directly or indirectly employed by any of them or any of whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the State of Michigan or any of its agents or employees by any employee of the Grantee, any subgrantee, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this indemnification agreement shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Grantee or any subgrantee under Workers' Disability Compensation Acts, disability benefit acts or other employer benefit acts.

The obligations of the Grantee under this indemnification agreement shall not extend to the liability of the State of Michigan, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the State of Michigan, its agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

IV-I GRANTEE'S LIABILITY INSURANCE

The Grantee, as a condition of the Grant Agreement that may ensue from their RFP, shall purchase and maintain such insurance as will protect the Grantee from claims set forth below which may arise out of or result from the Grantee's operations under the Grant Agreement, whether such operations be by the Grantee or by any subgrantee or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

1. Claims under worker's disability compensation, disability benefit and other similar employee benefit act. A nonresident Grantee shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and respects any other employee protected by Workers' Disability Compensation Laws of any other state, the Grantee shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees, subject to limits of liability of not less than \$300,000 each occurrence and when applicable, \$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
5. Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000 each occurrence and when applicable, \$300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Grantee's obligations under the indemnification clause of the Grant Agreement.

IV-J NON-DISCRIMINATION AND OTHER COMPLIANCE WITH LAW

Each proposal must include a statement of assurance of compliance with all Federal and Michigan laws and regulations prohibiting discrimination and with all requirements and regulations of the Michigan Department of Education and the U.S. Department of Education. The assurance must state that it is the policy of the bidder's organization that no person on the basis of race, color, religion, national origin or ancestry, age, sex, marital status, or disability shall be discriminated against, excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in any program or activity for which the bidder is responsible or for which the bidder receives funding from the U.S. Department of Education or the Michigan Department of Education.

IV-K ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful bidder may become contractual obligations, if a Grant Agreement ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

IV-L CANCELLATION

The OSE/EIS may cancel the Contract for:

1. Default of the Contractor.
2. In the event the OSE/EIS no longer needs the services or product specified in the Contract, or in the event program changes, changes in laws, rules or regulations, relocation of offices occur, or the OSE/EIS determines that statewide implementation of the Contract is not feasible, or if prices for additional services requested by the OSE/EIS are not acceptable to the OSE/EIS.
3. Reduction in, or elimination of, funding allocations to the Michigan Department of Education under the IDEA.

The OSE/EIS may, with 30 days written notice to the Contractor, cancel the Contractor.

IV-M ASSURANCE OF GRANT CONDITIONS

The submission of a proposal, signed by an official authorized to bind the agency submitting the proposal contractually, shall constitute assurance that the proposing agency has accepted, unconditionally and without reservation, all conditions, requirements, and specifications of the RFP. In addition, such submission shall constitute assurance that the submitting agency understands that all or any part of the RFP may be included by reference in any Grant Agreement based on the RFP. See Appendix A.

Appendix A

Applicant Agency (Name and Address)	Project Director (Name, Title, Address, Phone)
Implementing Agencies (Name and Address)	Authorized Negotiator (Name, Title, Address, Phone)
Project Title and Summary	

Authorizing Official Signature

The undersigned, having become thoroughly familiar with an understanding of all the proposed documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate, and complete. I hereby state that I have authority to submit this proposal, which will become a binding agreement if accepted by the Michigan Department of Education. I hereby state that I have not communicated with, nor accepted anything of value from an employee of the Office of Special Education and Early Intervention Services that would tend to destroy or hinder free competition.

I hereby state that I have read, understand, and agree to be bound by all the terms of Section IV of this document.

Application is hereby made for a Michigan Department of Education grant in the amount and for the purposes set forth in this proposal.

Signature of Authorized Official

Title

Date

Equipment

Education Division General Administrative Regulations (EDGAR) – Appendix B (Page 22575)

The following is provided as guidance to budgeting, managing, and disposing of equipment acquired with IDEA grants funds and equipment records retention.

Budgeting – All equipment must be budgeted as capital outlay. The definition for capital outlay is found in Bulletin 1022 – Financial Accounting for Michigan School Districts.

Equipment is defined as tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. (EDGAR 74.132)

Use of Equipment – When equipment is no longer needed for the original project or program, the recipient shall use the equipment, if needed, in other U.S. Department of Education projects and then in other federally funded programs, or may voluntarily make the equipment available for use on projects or programs sponsored by the Federal Government which are conducted or supported by the grantee (EDGAR 74.137). Equipment purchased with state discretionary project funds shall be transferred to a continuation project or an existing project with similar objectives when this grant has terminated. **ATTACHED TO THIS RFP IS A DETAILED INVENTORY OF MATERIAL ASSETS purchased through such funds.**

Disposition – When original or replacement equipment is no longer to be used in projects or programs currently or previously sponsored by the Federal Government, disposition of the equipment shall be made as follows:

3. Equipment with a unit acquisition cost of less than \$5,000 may be retained, sold, or otherwise disposed of, with no further obligation of the Federal Government.
3. All other equipment may be retained or sold, and the Federal Government shall have a right to an amount calculated by multiplying the current market value or the proceeds from the sale, by the Federal share of the equipment. One hundred dollars or ten percent of the total sales proceeds, whichever is greater, may be retained. (EDGAR 74.139)

Management –

2. Property records must be maintained accurately with complete descriptions and history. (EDGAR 74.140)
2. Physical inventory at least once every two years. (EDGAR 74.140)
3. Security controls. (EDGAR 74.140)
4. Maintenance. (EDGAR 74.140)
5. Where the Federal Government has a right to part or all of the proceeds of the sale of equipment, selling procedures shall provide for competition to the extent practicable and result in the highest possible return. (EDGAR 74.140)

Equipment Records Retention Period – Retention period of five years for equipment records begins on date of equipment's disposition, replacement, or transfer. (EDGAR 74.22)

Budget Summary Sheet

Program Office of Special Education and Early Intervention Services	Report Period to	Date Prepared
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Applicant

Line item	Breakdown of Expenses						Total
	Salary	FTE	Cost		Fringe		
			Project	In-kind	Project	In-kind	
1. Personnel							
Example: Project Director	\$55,000	.2	\$11,000	\$4,000	\$3,410	\$1,240	
2. Travel							
in-state							
out state							
3. Supplies							
instructional							
postage							
printing							
4. Contracted services							
5. Audit							
6. Equipment							
7. Rent & phone							
8. Total Expenditures							

Notes	11. Sub Total
	12. Indirect of items 1-4 only (%)
	13. Total

Financial Support Requested

OSE-EIS Grant	\$		%
*Inkind Funds	\$	_____	_____ %
Other Funds	\$	_____	_____ %
		_____	_____
Total	\$	_____	_____ %

*Inkind pertains to school districts and non-profit organizations